

**COLUMBUS CONSOLIDATED GOVERNMENT**  
*Georgia's First Consolidated Government*



**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

100 TENTH STREET, COLUMBUS, GEORGIA 31901  
P. O. Box 1340, COLUMBUS, GEORGIA 31902-1340  
706-653-4105, Fax 706-225-3033  
[www.columbusga.org](http://www.columbusga.org)

Date: **March 10, 2021**

<b>REQUEST FOR PROPOSALS:</b>  <b>RFP No. 21-0032</b>	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:  <b>Paratransit Mobility Passenger Boarding Systems</b>
<b>GENERAL SCOPE</b>	Columbus Consolidated Government (the City) invites qualified vendors to submit proposals for the provision and installation of Mobility Passenger Boarding Systems. These system(s) will be used daily by the City's public transit agency, METRA Transit System, for the benefit of Passengers in wheelchairs using METRA Transit System's paratransit service.
<b>SUBMISSION REQUIREMENTS</b>	Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses until further notice. <b>Effective immediately, responses must be submitted via DemandStar. See Appendix A for Submission Requirements, Submission Requirements Checklist, DemandStar Registration and Submission Instructions.</b>
<b>DUE DATE</b>	<b>APRIL 2, 2021 – 5:00 PM (Eastern)</b>
<b>ADDENDA</b>	The Purchasing Division will post addenda (if any) for this project at <a href="https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm">https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm</a> . <b>It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.</b>
<b>NO PROPOSAL SUBMISSION</b>	If you are not interested in this solicitation, please complete and return page 3.

**Andrea J. McCorvey,**  
**Purchasing Division Manager**



# **IMPORTANT INFORMATION**

## **e-Notification**

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

**If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:**

**Telephone:** 404-657-6000  
**Fax:** 404-657-8444  
**Email:** [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)

# STATEMENT OF "NO PROPOSAL SUBMISSION"

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email: [BidOpportunities@ColumbusGA.org](mailto:BidOpportunities@ColumbusGA.org)

Fax: 706-225-3033

Attn: Patti Postorino, Buyer

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP No. 21-0032** for **Paratransit Mobility Passenger Boarding Systems** for the following reason(s):

- ☐ Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below)
- ☐ There is insufficient time to respond.
- ☐ We do not offer this product and/or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Remove us from your vendor list for this commodity or service.
- ☐ Other (specify below)

Comments

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COMPANY NAME: \_\_\_\_\_

AGENT: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

**PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTION 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.**

**3-110 Competitive Sealed Proposals (Negotiations)**

**(1) Conditions for Use**

When the Purchasing Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services, specialized equipment or supplies.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$25,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

**A. Request for Proposals**

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

**B. Public Notice**

The public will be given adequate notice of the Request for Proposals, provided that, adequate notice shall mean at least fifteen (15) business days before the due date, which is stated in the Request. *The City reserves the right to seek Request for Proposals in a shorter period, if necessary, as determined by the Purchasing Manager.*

Notice shall be published in a reasonable time before due date, contain a description of the procurement in general terms, as well as, the place and due date for proposals, and appear in a newspaper(s) of general circulation, specifically the City's legal organ. In addition to publication in newspapers, notice shall also be made by electronic means, including posting on the Internet and on the City's government access television channel.

Public Works construction projects shall be advertised in accordance with Georgia State Law.

The City reserves the right to mail or e-mail invitations directly to vendors under the following circumstances:

- Solicitations for Specialized Equipment/Supplies
- Solicitations for Specialized Services
- Re-bid of Solicitations where normal advertising procedures netted no responses.
- Whenever deemed necessary by the Purchasing Manager.

### **C. Receipt of Proposals**

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

### **D. Evaluation Factors**

The Request for Proposals shall identify the relative importance of cost (when applicable) and other evaluation criteria.

### **E. Evaluation Process**

An odd number of voting members of a Selection or Evaluation Committee shall evaluate all proposals received based upon the criteria stated in the Request for Proposals. Each voting Committee member shall grade each submitted proposal based upon the evaluation criteria.

### **F. Discussion with Responsible Offerors and Revisions to Proposals**

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

### **G. Award**

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, it may direct that further negotiations may take place with the recommended offeror, or that negotiations begin with the next most qualified offeror. Council may also exercise the option to reject all offers and instruct the Purchasing Manager to begin the procurement process again. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Unsuccessful offerors will be afforded the opportunity to make an appointment with the Purchasing Division for a debriefing. After the award, the contract file and the unsuccessful proposals will become subject to disclosure under the Georgia Open Records Act.

## **DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?**

**COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.**

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

**ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION.** BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

**ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.**

# QUESTION/CLARIFICATION FORM

Date: \_\_\_\_\_

To: Patti Postorino, Buyer  
Email [BidOpportunities@ColumbusGA.org](mailto:BidOpportunities@ColumbusGA.org) or  
Fax (706) 225-3033

Re: **RFP No. 21-0032 – Paratransit Mobility Passenger Boarding Systems**

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**Questions and requests for clarification must be submitted at least five (5) business days before the due date:**

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From:

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Company Name

\_\_\_\_\_  
Website

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Complete Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

# **COLUMBUS CONSOLIDATED GOVERNMENT**

## **GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS**

### **Paratransit Mobility Passenger Boarding Systems RFP No. 21-0032**

Columbus Consolidated Government (the City) invites qualified vendors to submit proposals for the provision and installation of the Mobility Passenger Boarding System for a twenty-six-foot (26') paratransit cutaway bus. The City has not confirmed an actual quantity; for purposes of pricing, use two (2) units and include the unit price. The systems shall be able to pull Passengers in wheelchairs up and down a bus ramp when a Passenger is boarding onto or disembarking from a paratransit cutaway bus. These system(s) will be used daily by the City's public transit agency, METRA Transit System, for the benefit of Passengers in wheelchairs using METRA Transit System's paratransit service.

#### **A. PROPOSAL SUBMITTAL DATE:**

**PROPOSALS ARE DUE: APRIL 2, 2021 NO LATER THAN 5:00 PM (Eastern Time).**

***Submit one (1) electronic response via DemandStar.***

**After award of Contract by Columbus City Council, awarded vendor(s) will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.**

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. **The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.**

#### **B. RECEIPT OF PROPOSALS:**

**Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror.** In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the Prime Contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and Prime Contractor.

#### **C. SUBCONTRACTING:**

Should the offeror intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The offeror shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. **IF AWARDED THE CONTRACT, PAYMENTS WILL ONLY BE MADE TO THE OFFERORS SUBMITTING THE PROPOSAL. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

#### **D. QUESTIONS ABOUT THE RFP:**

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. **Questions and Requests for Clarification will be received until five business days prior to the proposal due date.**

#### **E. PUBLIC INFORMATION:**

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law.



If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

**F. ADDENDA:**

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

**G. CONTRACT:**

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

**H. NON-COLLUSION:**

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

**I. INDEMNITY:**

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.

**J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:**

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

**K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:**

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

**L. SPECIFICATION DESCRIPTIONS:**

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

**M. TAXES:**

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

**N. DRUG-FREE WORKPLACE:**

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

**O. FEDERAL, STATE, LOCAL LAWS:**

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

**P. PROVISIONS OF THE PROCUREMENT ORDINANCE:**

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

**Q. INSURANCE:**

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

**R. HOLD HARMLESS AGREEMENT:**

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

**S. TERMINATION OF CONTRACT:**

1. **Default:** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the Contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The Contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

2. **Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the Contractor

such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

- 3. Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

**T. TIME FOR CONSIDERATION:**

Due to the evaluation process, proposals must remain in effect for at least **120 days** after date of receipt.

**U. CONTRACT AWARD:**

Award of this contract will be made in the best interest of the City.

**V. REQUEST FOR EVALUATION RESULTS:**

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

**W. GOVERNING LAW:**

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

**X. FINAL CONTRACT DOCUMENTS:**

**It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.**

**Y. PAYMENT DEDUCTIONS:**

**The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.**

**Z. PAYMENT TERMS:**

The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

**AA. RIGHT TO PROTEST:**

- (1) **Right of Protest.** Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) **Stay of Procurement During Protests.** If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

**NOTICE TO VENDORS**

**Sec.2-3.05. – Submitting bids to Consolidated Government, etc. – By mayor or councilmembers.**

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government., nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

**Sec. 2-3.06. – Same – By members of boards, authorities, commissions.**

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

# **GENERAL SPECIFICATIONS**

## **REQUEST FOR PROPOSAL**

### **Paratransit Mobility Passenger Boarding Systems**

#### **RFP NO. 21-0032**

#### **I. SCOPE:**

Columbus Consolidated Government (the City) invites qualified vendors to submit proposals for the provision and installation of the Mobility Passenger Boarding System for a twenty-six-foot (26') paratransit cutaway bus. The City has not confirmed an actual quantity; for purposes of pricing, use two (2) units and include the unit price. The systems shall be able to pull Passengers in wheelchairs up and down a bus ramp when a Passenger is boarding onto or disembarking from a paratransit cutaway bus. These system(s) will be used daily by the City's public transit agency, METRA Transit System, for the benefit of Passengers in wheelchairs using METRA Transit System's paratransit service.

#### **II. FEDERAL/STATE/LOCAL GOVERNMENT PROVISIONS:**

By submitting a Bid, the Bidder implicitly agrees that federal, state, and local rules, regulations, and statutes will be part of the Bid Award and any contract executed as a result of this solicitation. These include, but are not limited to, the General Statutes of the State of Georgia, the federal requirements contained in the Federal Transit Administration (hereafter called the "FTA") Master Agreement dated October 1, 2014, as amended, including any certifications and contractual provisions required by any federal statutes or regulations referenced therein. Other federal procurement requirements in FTA Circular 4220.1F as amended are also included.

Similarly, the City's Purchasing Ordinance, insofar as they apply to purchasing and competitive bidding are made a part hereof.

#### **III. INDEMNITY CLAUSE:**

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

#### **IV. QUESTIONS / ADDENDA:**

Questions and requests for clarification must be submitted **within five (5) business days of the due date** (see pages 6 & 7). Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at

[https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid_Opportunities.htm).

**It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.**

#### **V. INSURANCE:**

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist (Form 5)**. **The**

**limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will be included with the contract documents prior to signing.

## **VI. E-VERIFY / GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:**

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), DOAS requires a notarized affidavit from the supplier attesting to the following:

(A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;

(B) The user identification number and date of authorization for the affiant;

(C) The affiant will continue to use the federal work authorization program throughout the contract period; and

(D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>

**A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

## **VII. PROPOSAL PREPARATION AND SUBMISSION:**

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar.** *See Appendix A for information and instructions on how to register and submit proposals through DemandStar.*

The complete proposal shall contain the following information and shall be submitted in the order shown below in the following **Sections 1-16.**

**Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify Affidavit (Form 1) and the Communications Concerning This Solicitation (Form 2)*, the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days after notification to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.**

**Section 1: Transmittal Letter**

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. **An authorized agent of the business must sign the transmittal letter.**

**Section 2: E-Verify Affidavit (Form 1) - Georgia Security and Immigration Compliance Act**  
*A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.* To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

**Section 3: Addenda Acknowledgement**

Acknowledge receipt for all addenda (if any). Addenda will be posted at: [https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid_Opportunities.htm). It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

**Section 4: Communication Concerning This Solicitation (Form 2)**

Complete the form titled *Communication Concerning This Solicitation*.

**Section 5: Exceptions to the RFP**

- A. List **ANY AND ALL** exceptions to the RFP specifications in this section of proposal submission.

Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and no longer considered for award.

Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not receive further consideration if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction. Vendor's shall be notified in writing if exceptions are not acceptable.

**PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON-RESPONSIVE.**

- B. **VENDOR AGREEMENT/CONTRACT FORM:** Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.
- C. If there are no exceptions, vendor must include a statement for this Section stating the following: **No Exceptions.**

**Section 6: Qualifications/Experience**

This section shall address the firm's ability to fulfill the requirements of the RFP. Provide responses to the following:

- A. Provide qualifications/experience for meeting the requirement of this RFP.
- B. Demonstrate knowledge of understanding requirements of this solicitation.
- C. Provide résumés of the personnel who will be assigned to install the equipment.

**Section 7: Client Work History**

Use **Form 3** to list the last five (5) entities for which similar systems have been provided within the last five (5) years.

**Section 8: Service Plan**

- A. Provide an itemized service plan for delivery, installation and training.
- B. Include a project schedule; do *not* include actual dates in the timeline, rather days, weeks and months.

**Section 9: Equipment Specifications**

- A. Offeror shall include literature that fully describes the capability of proposed item.
- B. Provide information regarding the useful life of the equipment and daily and/or routine care required to maintain the system, as specified in Section 1.2 of the Technical Specifications & Functional Requirements (i.e., the length of time that a specific system component is able to successfully operate before becoming a safety risk to the Passenger and or Bus Operator) and for any components in the system that would require eventual replacement due to the expected wear and tear of daily usage. The Vendor must provide all information on the daily and/or routine care required to maintain the system.

**Section 10: Warranty**

Offeror shall provide a copy of the warranty information for proposed item.

**Section 11: Cost Proposal**

Provide an itemized cost proposal, based on providing a quantity of two (2) paratransit mobility passenger boarding systems. The itemized cost proposal shall include all associated costs, including but not limited to, the following (*if applicable*).

- 1. Unit and total cost of the equipment
- 2. Installation charges
- 3. Training costs

**Section 12: Contract Signature Page**

Complete **Form 4** (Page 23). City officials will sign the copies after Columbus Council approves the contract award with the successful firm. Contracts for Columbus Consolidated Government are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal and negotiation documents; and any clarification documents. The firm's agreement/contract form may be incorporated into the contract; subject to review and approval by the City's Legal Department.

***Please note: After award of contract by Columbus Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.***



**Section 13: Proof of Insurance**

Provide Insurance Checklist (**Form 5**) or Certificate of Insurance.

**Section 14: Form W-9, Request for Taxpayer Identification Number and Certification**

Complete and return **Page 1 only** of the Form W-9, which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Section 15: Business License 2021 (Occupation License)**

Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Division Manager, at telephone 706-225-3091.

**Section 16: Federally Required Contract Clauses**

Read and Initial - Pages 34 - 49

**VIII. RFP EVALUATION:**

Each submittal will be evaluated to determine the ability of each proposer to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria for Evaluation Weight	Weight
A. Proposed System	40%
B. Qualifications & Experience	25%
C. Service Plan	20%
D. Client Work History	10%
E. Proposed Cost ( <i>subject to negotiations</i> )	5%
Total	100%

Each of the above criteria (A - E) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	DESCRIPTION
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the Evaluation Committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

# **TECHNICAL SPECIFICATIONS & FUNCTIONAL REQUIREMENTS**

## **Paratransit Mobility Passenger Boarding Systems RFP NO. 21-0032**

### **1. SCOPE OF PROJECT**

The selected Vendor shall be able to provide and install Mobility Passenger Boarding Systems for a twenty-six-foot (26') paratransit cutaway buses. The City has not confirmed an actual quantity; for purposes of pricing, use two (2) units and include the unit price. The systems shall be able to pull Passengers in wheelchairs up and down a bus ramp when a Passenger is boarding onto or disembarking from a paratransit cutaway bus. These system(s) will be used daily by the City's public transit agency, METRA Transit System, for the benefit of Passengers in wheelchairs using METRA Transit System's paratransit service.

#### **1.1 System Requirements**

The system(s) provided shall consist of floor mounted electric motorized automatic retractors/pulleys capable of safely pulling no less than 1,000 lbs up a bus ramp/incline. The system(s) will be used to pull and or secure Passengers in wheelchairs as they are boarding or disembarking from a 26 ft. Ford Champion Challenger paratransit cutaway bus. The system must not require any manually applied tension or tightening in order to successfully operate.

All straps, belts, hooks, and securements used by the system must be able to withstand the expected weight of a Passenger in wheelchair or other mobility device that may or may not be oversized and exceeding 1,000 lbs. All straps, belts, hooks, and securements used by the system must be able to hook or attach to the front, back, or front and back of wheelchairs. The system must be able operate for wheelchairs of varying height, weight, width, and design.

The Bus Operator will be able to control the operation of the system by using an electronic, handheld controller and will be able to safely steer the wheelchair and Passenger as they are being loaded or unloaded onto or off the bus.

#### **1.2 Safety Requirements**

When being correctly used by the Bus Operator, the system shall be able to perform its duties successfully and on a daily basis without the risk of the wheelchair tipping over or without the risk of the Passenger falling out of the wheelchair. In the event of a catastrophic failure with the motorized retractors/pulleys, the system must not suddenly and violently release tension from the straps, belts, or other securement device used by the system to pull the wheelchair up the bus ramp. The system must not fail in any other way as to cause the wheelchair to tip over, jerk violently, and/or cause the wheelchair to quickly and unexpectedly roll down the bus ramp/incline. The proposed system must have fail safe features or some other capability that prevents such scenarios from occurring in the event of a system failure.

All straps, belts, hooks, and securements used by the system must be able to withstand all expected weights and tension without tearing, bending, breaking, falling off, or otherwise failing in any other way that could jeopardize the safety of the Passenger and/or the Bus Operator who is loading or unloading the Passenger. All straps, belts, hooks, and securements used by the

system must be of an appropriate material that is very durable and strong enough to pull at least 1,000 lbs. and withstand daily usage.

The floor mounted automatic electric motorized retractors/pulleys must be firmly secured into the floor of the bus and perform its duties without breaking, bending, being pulled out of the floor or otherwise failing in a way as to endanger the safety of the Passenger or Bus Operator.

The Vendor shall provide the useful life (i.e., the length of time that a specific system component is able to successfully operate before becoming a safety risk to the Passenger and or Bus Operator) for any components in the system that would require eventual replacement due to the expected wear and tear of daily usage. The Vendor must provide all information on the daily and/or routine care required to maintain the system.

**CONTRACTOR AFFIDAVIT**  
**E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ***Columbus Consolidated Government*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Company ID Number (*numerical, 4-7 digits*)

\_\_\_\_\_  
Date of Authorization

**\*\*See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

\_\_\_\_\_  
Name of Contractor

**Paratransit Mobility Passenger Boarding Systems RFP No. 21-0032**

\_\_\_\_\_  
Name of Project

**Columbus Consolidated Government**

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

*Subscribed and sworn before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.*

\_\_\_\_\_  
**NOTARY PUBLIC**

*My Commission Expires:*

**A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.**

**FORM 2**

**COMMUNICATION CONCERNING THIS SOLICITATION**

**THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.**

.....

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

**ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION.** BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

-----

**I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.**

**Vendor Name:** \_\_\_\_\_

**Print Name of Authorized Agent:** \_\_\_\_\_

**Signature of Authorized Agent:** \_\_\_\_\_

**CLIENT WORK HISTORY**  
**Paratransit Mobility Passenger Boarding System**  
**RFP No. 21-0032**

**List the last three (3) entities for which similar systems have been provided within the last five (5) years:**

Client Name:	Contract Amount:
	Start Date: <span style="float: right;">End Date:</span>
Address:	Contact:
	Telephone:
	Email:
Description of System Provided:	

  

Client Name:	Contract Amount:
	Start Date: <span style="float: right;">End Date:</span>
Address:	Contact:
	Telephone:
	Email:
Description of System Provided:	

  

Client Name:	Contract Amount:
	Start Date: <span style="float: right;">End Date:</span>
Address:	Contact:
	Telephone:
	Email:
Description of System Provided:	

---

**Company Name****Authorized Signature****Print Name of Signatory****Date**

**CONTRACT SIGNATURE PAGE**

**Paratransit Mobility Passenger Boarding Systems  
RFP No. 21-0032**

**THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.**

\_\_\_\_\_  
Witness as to the signing of the contract

By: \_\_\_\_\_  
Signature of Authorized Representative      Date

\_\_\_\_\_  
Witness as to the signing of the contract  
  
(Corporate seal, if applicable)

\_\_\_\_\_  
Print Name and Title of Signatory

Company: \_\_\_\_\_

***Company Ordering Address***

***Company Payment Address***

\_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Contact Email \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Contact Email \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

Accepted this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Isaiah Hugley, City Manager**

\_\_\_\_\_  
**Clifton C. Fay, City Attorney**

**ATTEST:**

\_\_\_\_\_  
**Sandra B. Davis, Clerk of Council**

**\*\*COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL\*\***



**INSURANCE CHECKLIST**

**Paratransit Mobility Passenger Boarding Systems  
RFP No. 21-0032**

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND  
ENDORSEMENTS INDICATED BY “X”**

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
<b>X</b>	1. Worker’s Compensation and Employer’s Liability	<b>STATUTORY REQUIREMENTS</b>	
	<b>Comprehensive General Liability:</b>		
<b>X</b>	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>Automobile Liability:</b>		
<b>X</b>	7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Other:</b>		
<b>X</b>	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
<b>X</b>	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder’s Risk	Provide Coverage in the full amount of contract	

	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
<b>X</b>	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
<b>X</b>	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
<b>X</b>	24. The City shall be named Additional Insured on all policies		
<b>X</b>	25. Certificate of Insurance shall show Bid Number and Bid Title		
	26. Pollution:	\$2 Million per occurrence/claim	

\*If offeror's employees will be using their privately-owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

**BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate(s).

BIDDER NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

# DEMANDSTAR SUBMISSION INFORMATION

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar. See Appendices B, C & D for Submission Requirements Checklist, Registering for DemandStar and Responding to an Electronic Bid in DemandStar.**

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm). Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at [https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid\\_tabulations.htm](https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations.htm).

**Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals and will immediately discard any submittal left in the reception area of the Finance Department.**

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

# **ELECTRONIC SUBMITTAL CHECKLIST**

Paratransit Mobility Passenger Boarding Systems  
RFP No. 21-0032

## **IMPORTANT NOTICE**

1. Vendors shall submit only the required documents listed using the “Bidder Response ALL Documents” function. **The City will not consider any information submitted as “Supplemental Documents”.**
2. **Zip files with multiple files will not be accepted.** Vendors shall submit one PDF file of their proposal.
3. Due to file size limitations, please **do not re-send the City’s full specifications** as this information is already on file.
4. In the event DemandStar requires a dollar value for your submittal, enter “0”.

**Please submit your electronic bid response as indicated below:**

(Scan all pages as one PDF file and submit in “Bidders Response ALL Documents”.

## **TECHNICAL PROPOSAL AND BUSINESS REQUIREMENTS**

- ☐ 1. Transmittal Letter – **One (1) page**
- ☐ 2. Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (**Form 1**)
- ☐ 3. Addenda Acknowledgement – **One (1) page**
- ☐ 4. Communication Concerning this Solicitation (**Form 2**)
- ☐ 5. Exceptions to RFP – **One (1) page**
- ☐ 6. Qualifications/Experience – See Page 15, Section 6.
- ☐ 7. Client Work History (**Form 3**)
- ☐ 8. Service Plan – to fit on standard (8½” x 11”) paper when printed.
- ☐ 9. Equipment Specifications – See Page 16, Section 9.
- ☐ 10. Warranty – See Page 16, Section 10.
- ☐ 11. Cost Proposal - to fit on standard (8½” x 11”) paper when printed.
- ☐ 12. Contract Signature Page – (**Form 4**)
- ☐ 13. Insurance Checklist (**Form 5**)
- ☐ 14. W-9 Rev 2018 <https://www.irs.gov/pub/irs-pdf/fw9.pdf> (submit Page 1 only)
- ☐ 15. Business License 2021 (Occupational License)
- ☐ 16. Federally Required Contract Clauses – Initial and Return Pages 34-49

***NOTE: After award of contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.***

# Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to your inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

**It's EASY!** Get started with these 3 easy steps!

## 1 REGISTER

Go to:

<https://www.demandstar.com/registration>

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



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206.940.0305

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

Narrow down your search by selecting a state and county.

State

Select State

County

Select County

☐ City of Metropolis – Board of Commisioners

☐ City of Metropolis Purchasing

☒ Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency.  
Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions [0]

Nation (0)

States (0)

Counties (0)

Total	(0 subscriptions)	Your Current Rate \$0/year
-------	-------------------	-------------------------------

Proceed to Checkout

Skip for Now



SIGN UP

Visit [www.demandstar.com](http://www.demandstar.com)



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206.940.0305

# Responding to an Electronic Bid

5 Step Instructions

## Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web application interface for managing bids. At the top, there is a navigation bar with tabs: 'Board', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The 'Bids' tab is currently selected. Below the navigation bar, there is a section titled 'Bids' with a 'Sort By' dropdown menu set to 'Due Date'. A list of bids is displayed below. A red arrow points to the first bid entry.

Bid ID	Solicitation Name	Broadcast	Due	Planholders	Watch	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Watch	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Watch	Active
TESTBID	agency2.0, Texas, FL					Active

## Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on "Submit E-Bid Proposal"

TESTBED

Submit

Bid Details

Agency Name

Agency ID

Bid ID

Bid Type

Broadcast Date

Fiscal Year

Dns

Bid Status Text

Agency Name

Agency ID

Bid ID

Bid Type

Broadcast Date

Fiscal Year

Dns

Bid Status Text

Scope of Work

Scope of Work

Documents

Filename

Type

Date Modified

Status

File

Attachment

10/26/2022

Complete

Distribution Info

Bid Bond

Plan (Agency)

C- Bidding

Determined by

Distribution Method

Distribution Options

Project Estimated Budget

Distribution Notes

Bid Bond

Plan (Agency)

C- Bidding

Determined by

Distribution Method

Distribution Options

Project Estimated Budget

Distribution Notes

Publications

View Log(s) 0

Pre-Bid Conference

Pre-Bid Conference Date/Location

Commodity Code

[001-666-00] MANUFACTURED SERVICES

Submit E-Bid Proposal

## Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put "0"

Example: a request for qualifications opportunity may not require a bid amount so vendors will input "0" under "Bid Amount"

**Bid Details**

Agency Name	agency2.0
Bid Number	EBID-123456-6-2020/AD
Bid Due Date	02/29/2020 (PST)
Bid Opening	23 days, 04 hours, 23 minutes, 54 seconds Remaining
Bid Name	TESTBID

  

**E-Bid Progress**

- Contact Information
- Documents Upload
- Review Bid

  

### E-Bid Response

**Contact Information**

Company Name  
Calgon Carbon Corporation

Address 1  
P.O. Box 717

Address 2  
Address 2 (optional)

City  
Pittsburgh

Country State/Province  
United States of America Pennsylvania

County Postal Code  
Select... 15239-0717

Phone Number Extension  
4127876810 Extension (optional)

Bid Amount Alternate Bid Amount  
127,000 Alternate Bid Amount (optional)  
(invalid)

Notes  
For the full 6 month contract

(optional)



## Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing **only** the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

**NOTE:** Do not enter information using the "Supplemental Documents" function.

**Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.**

**BEST PRACTICE TIP:** In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm).

The screenshot shows the DEMANDSTAR E-Bid Response interface. On the left, the 'Bid Details' sidebar lists agency information and bid progress. The main area is titled 'E-Bid Response'. It includes a 'Required Documents' section with a list of accepted file formats (e.g., Adobe Acrobat, Microsoft Word). Below this is a 'Supplemental Documents' section with a warning: 'You can upload additional documents here.' A red arrow points to this section with the text 'DO NOT USE SUPPLEMENTAL DOCUMENTS'. At the bottom, there are 'Previous' and 'Next' buttons, and a 'Submit Response' button.

## Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot shows the 'Review Your E-Bid Response' page in DEMANDSTAR. It displays contact information for the bidder, a list of agency required documents, and a section for supplemental documents. At the bottom, there are 'Previous' and 'Submit Response' buttons. A red arrow points to the 'Submit Response' button.

## **GENERAL INSTRUCTIONS**

These specifications are intended to provide for and require a complete finished job as described, ready for service and of durable construction in all respects. Bidders show notify the City if any item that is clearly necessary to complete the work has been omitted from the specifications (or if any item has been inappropriately specified) and should propose suitable corrections for the City to consider.

All units or parts not specified shall be standard units or parts, conforming to the highest materials, design, and work-quality standards known. All parts shall be new, used reconditioned, or obsolete parts are unacceptable. Design of parts and equipment shall maximize interchangeability amount all units.

All work shall conform to the highest standard of accepted, commercial practice in its class, and shall result in a neat and finished appearance. All exposed surfaces and edges shall be smooth and free from burrs and other projections.

Whenever brand name materials, components, and or equipment are mentioned in these specifications, the phrase "or approved equal" shall be understood to follow; bidders must receive written approval for any proposed substitution(s) before they submit their bids regardless of the use of brand-names, bidders are responsible for satisfying performance, warranty, and other contractual requirements in these specifications.

The contractor is responsible for materials and equipment used, whether made by it or purchased under subcontract from outside sources, and shall not delegate responsibility to suppliers or other sources under any conditions.

Bids shall state the terms of payment offers, and shall remain in effect for at least thirty (3) days after the bid opening. Bids shall also state the earliest possible completion schedule, no later than thirty (3) days after receipt of a purchase order from the City. Bid prices shall be FOB the site designated by the City, delivered and installed. The City is exempt from payment of Federal, State and Local taxes; such taxes must not be included in bids. The City will furnish copies of tax-exemption certificates as needed.

In determining the successful bidder, the City shall consider;

- price (payment terms of net 30 days after acceptance); financial responsibility
- responsiveness to contractual and technical specifications;
- suitability of the equipment offered for local use; and – the City's past experience.

Requests for approved equals and clarifications or protest of the specifications must be received by the City in writing at least five (5) days before the bid opening date. Requests for approved equals or protest of the specifications must be fully supported with technical data, test results, or other pertinent information to show the substitute or change offered is equal to or better than the specifications equipment. When approved equals are requested for any item required in the specifications to be tested, test results must be submitted for the substitute offered.

The City's replies to timely requests for approved equals and clarifications or protest of the specifications will be postmarked at least five (5) days before the bid opening date. Specification changes will be made by addendum.

Appeal of the City's decisions by the bidder (or an adversely affected potential subcontractor) must be received by FTA in writing at least three (3) days before the bid opening date. The City must receive written notice at the same time, indicating the nature of the appeal. The City will send FTA a copy of all earlier correspondence on the subjects covered by the appeal. In deciding appeals, FTA will consider only the documentation developed in negotiations between the City and the bidder and information obtained by specific requires to the City, the bidder, or other third party.

When it receives notice that an appeal has been submitted to FTA, the City will contact the appropriate FTA officials immediately to determine if bid opening should be postponed. If bid opening is postponed, the City will send a notice to all persons and firms who were given a copy of the specifications to say that an appeal has been filed and that bid opening is postponed until FTA has issued its decision. An appeal to FTA may be withdrawn at any item before FTA has issued its decision. FTA's decision on any appeal will be final; no further appeals will be considered by FTA. Bid opening will be rescheduled by appropriate addenda. The City may postpone bid opening for its own convenience.

Propose changes or revisions to the contract awarded form this Request For Proposals must be submitted to the City for its consideration and written approval before taking effect.

# FEDERALLY REQUIRED CONTRACT CLAUSES

## GOVERNING DOCUMENTS

### CAPITAL PURCHASE

CONTRACTS GREATER THAN \$10,000 (*GRANTS EXECUTED AFTER  
12/26/14*)

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## **INSTRUCTIONS**

**About:** This document contains the federally required contract clauses for a rolling stock procurement greater than \$150,000 for grants executed after 12/26/14.

**Applicability:** Some of the attached clauses may or may not apply to your procurement. If you are procuring architectural engineering (A&E) services, materials, etc., other clauses will apply so check the FTA website for more information and applicability. **Federal Circular 4220.1F *Third Party Contracting Requirements* Appendix D** has a handy chart listing the federal model contract clauses, certifications, reports, forms, and their applicability:

[www.transit.dot.gov/funding/procurement/third-party-procurement/third-party-contracting-requirements-fta-c-42201f](http://www.transit.dot.gov/funding/procurement/third-party-procurement/third-party-contracting-requirements-fta-c-42201f)

Complete list of Federal required and other model contract clauses:

[www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses](http://www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses)

**Transit Agency Instructions:** Read all the contract clauses and verify if they apply to your procurement. Insert your transit agency's **legal name** where applicable (parts 15, 19, and 21). Insert the applicable clauses in your request for proposal (RFP) or invitation for bid (IFB) or purchase order (if purchasing an applicable State Vehicle Purchasing Program vehicle). The bidder/vendor shall sign all applicable clauses and return to the procuring agency. If this is local purchase, attach the clauses, including the winning bidder/vendor signed sections, in your third party contract to be submitted to MDOT. Copies should be filed with the procuring agency. If this is a State Vehicle Purchasing Program vehicle purchase, keep on file, at the procuring agency, all clauses and vendor signed sections with the purchase order.

**NOTE:** If a bidder/vendor does not agree to all applicable Federal clauses/terms then the transit agency shall not procure the product or service from the bidder/vendor.

**Bidder/Vendor Instructions:** If applicable, complete all sections and return to the procuring transit agency.

**1. ENERGY CONSERVATION REQUIREMENTS** 42 U.S.C. 6321 et seq./49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**2. ACCESS TO RECORDS AND REPORTS** 49 U.S.C. 5325/18 CFR 18.36 (i)/49 CFR 633.17

The following access to records requirements apply to this Contract:

- (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000 for grants executed after 12/26/14.
- (3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or

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expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

#### REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<b>I. State Grantees</b>						
a. Contracts below SAT \$150,000 for grants executed after 12/26/14	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$150,000 for grants executed after 12/26/14/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<b>II. Non State Grantees</b>						
a. Contracts below SAT \$150,000 for grants executed after 12/26/14	Yes <sup>3</sup>	Those imposed on non- state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$150,000 for grants executed after 12/26/14/ Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

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**3. FEDERAL CHANGES** 49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**4. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**No Obligation by the Federal Government.**

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

31 U.S.C. 3801 et seq. /49 CFR Part 31 18 U.S.C. 1001/49 U.S.C. 5307

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the

truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**6. TERMINATION** 49 U.S.C. Part 18/FTA Circular 4220.1F

- a) Termination for Convenience (General Provision)** The Columbus Consolidated Government/METRA Transit System may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Columbus Consolidated Government/METRA Transit System to be paid the Contractor. If the Contractor has any property in its possession belonging to the Columbus Consolidated Government/METRA Transit System, the Contractor will account for the same, and dispose of it in the manner the Columbus Consolidated Government/METRA Transit System directs.
- b) Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Columbus Consolidated Government/METRA Transit System may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.  
If it is later determined by the Columbus Consolidated Government/METRA Transit System that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Columbus Consolidated Government/METRA Transit System, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c) Opportunity to Cure (General Provision)** The Columbus Consolidated Government/METRA Transit System in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to

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cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Columbus Consolidated Government/METRA Transit System's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Columbus Consolidated Government/METRA Transit System setting forth the nature of said breach or default, Columbus Consolidated Government/METRA Transit System shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Columbus Consolidated Government/METRA Transit System from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d) **Waiver of Remedies for any Breach** In the event that Columbus Consolidated Government/METRA Transit System elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Columbus Consolidated Government/METRA Transit System shall not limit Columbus Consolidated Government/METRA Transit System's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e) **Termination for Convenience (Professional or Transit Service Contracts)** The Columbus Consolidated Government/METRA Transit System, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Columbus Consolidated Government/METRA Transit System may terminate this contract for default. The Columbus Consolidated Government/METRA Transit System shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Columbus Consolidated Government/METRA Transit System may terminate this contract for default. The Columbus Consolidated Government/METRA Transit System shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Columbus Consolidated Government/METRA

Transit System, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Columbus Consolidated Government/METRA Transit System shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Columbus Consolidated Government/METRA Transit System.

- h) Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Columbus Consolidated Government/METRA Transit System may terminate this contract for default. The Columbus Consolidated Government/METRA Transit System shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- 1) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
  - 2) the contractor, within [10] days from the beginning of any delay, notifies the Columbus Consolidated Government/METRA Transit System in writing of the causes of delay. If in the judgment of the Columbus Consolidated Government/METRA Transit System, the delay is excusable, the time for completing the work shall be extended. The judgment of the Columbus Consolidated Government/METRA Transit System shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
    - a) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.
- i) Termination for Convenience or Default (Architect and Engineering)** The Columbus Consolidated Government/METRA Transit System may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Columbus Consolidated Government/METRA Transit System shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs

otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- j) **Termination for Convenience of Default (Cost-Type Contracts)** The Columbus Consolidated Government/METRA Transit System may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the Columbus Consolidated Government/METRA Transit System or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Columbus Consolidated Government/METRA Transit System, or property supplied to the Contractor by the Columbus Consolidated Government/METRA Transit System. If the termination is for default, the Columbus Consolidated Government/METRA Transit System may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Columbus Consolidated Government/METRA Transit System and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Columbus Consolidated Government/METRA Transit System, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the Columbus Consolidated Government/METRA Transit System determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the Columbus Consolidated Government/METRA Transit System, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**7. CIVIL RIGHTS REQUIREMENTS** 29 U.S.C. § 623, 42 U.S.C. § 2000/42 U.S.C. § 6102, 42 U.S.C. § 12112/42 U.S.C. § 12132, 49 U.S.C. § 5332/29 CFR Part 1630/41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.

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§ 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**8. §60-1.4 EQUAL OPPORTUNITY CLAUSE**

- (a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

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During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result Special DOL EEO Clause - Construction >\$10K of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

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The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

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request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

(c) *Subcontracts*. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) *Incorporation by reference*. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) *Incorporation by operation of the order*. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) *Adaptation of language*. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014]

## **9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26**

- a. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may

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result in the termination of this contract or such other remedy as  
the METRA Transit System \_\_\_\_\_ deems appropriate. Each subcontract the  
*(Insert transit agency name)*

**Read and initial this page \_\_\_\_\_**



contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- b. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). Accordingly, as a condition of permission to bid, a certification must be completed and submitted with the bid. A bid which does not include certification may not be considered.
- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from . In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]
- d. The contractor must promptly notify METRA Transit System, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of METRA Transit System.

## **10.CARGO PREFERENCE REQUIREMENTS**

*Contracts involving equipment, materials, or commodities, which may be transported by ocean vessels.*

### **The Contractor shall:**

- a. use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **11.FLY AMERICA REQUIREMENTS**

*Applicability – all contracts involving transportation of persons or property, by air, between a place in the U.S. and/ or places outside the U.S. Theses requirements do not apply to micro purchases*

*(\$3,000 or less, except for construction contracts over \$2,000).*

Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

## **12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRA Transit System requests which would cause METRA Transit System

*(Insert transit agency name)*

terms and conditions.

*(Insert transit agency name)*

# **Protest Procedures for Request for Bid (RFB) and Request for Proposals (RFP)**

**FTA must receive notification when all protest(s) have been received by the recipient and are well informed about its status.**

**If a bid protest is denied by the recipient METRA Transit System is required to inform FTA.**

## **I. Who May File the Protest.**

- An offeror, prospective offeror or prospective contractor who is aggrieved in connection with the request for proposals (RFP) or award of the contract may file a protest.
- No protest may be filed if the request for proposals (RFP) is cancelled or if all proposals received in response to the RFP are rejected.

## **II. Place for Filing.**

- A protest must be filed with the Issuing Office at 814 Linwood Blvd, Columbus, GA 31901 identified in the RFP.

## **III. Time for Filing.**

- If a prospective offeror is considering submitting a proposal, they must file the protest within five (5) days after the prospective offeror knew or should have known of the facts giving rise to the protest, but in no event later than the proposal submission deadline specified in the RFP.
- A protest is considered filed when received by the Issuing Office (METRA Transit System). **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**

## **IV. Contents of Protest.**

- A protest must be in writing.
- A protest shall state all grounds upon which the protesting party asserts the RFP or contractor selection was improper.
- Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
- The protesting party may submit with the protest any documents or information it deems relevant.

## **V. Notice of Protest.**

- The Issuing Office will notify Purchasing and they will inform the successful offeror of the protest if contractor selection has already been made.
- If the Issuing Office receives the protest before the selection, and it determines that substantial issues are raised by the protest, the Issuing Office will notify all offerors who appear to have a substantial and reasonable prospect of selection.

- Any offeror notified of a protest pursuant to this Section V. may file its agreement/disagreement with the Issuing Office within the time period specified in the acknowledgement of protest letter sent by the Issuing Office.

#### **VI. Stay of Procurement.**

- The METRA Transit System and Columbus Consolidated Government will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- The Issuing Office shall not proceed further with the RFP unless METRA Transit System and Columbus Consolidated Government, in consultation with the using agency where applicable, makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

#### **VII. Response and Reply.**

- Within ten (10) days of receipt of the protest, Columbus Consolidated Government is required to submit to the protesting party a response to the protest.

#### **VIII. Procedures.**

- The METRA Transit System and Columbus Consolidated Government shall review the protest and any response or reply.
- The METRA Transit System and Columbus Consolidated Government may decide the merits of the protest on the written, submitted documentation; request and review any additional documents or information deemed necessary to render a determination; or, in his sole discretion, conduct a meeting.

#### **IX. Determination.**

- The METRA Transit System and Columbus Consolidated Government shall promptly, but in no event later than 60 days from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:
- State the reason for the decision, and
- Send a copy of the determination to the protesting party and any other person determined by the METRA Transit System and Columbus Consolidated Government to be affected by the determination.
- Be submitted within the time period requested in order to expedite resolution of the protest. If any party fails to comply expeditiously with any request for information by the METRA Transit System and Columbus Consolidated Government, the protest may be resolved without such information.